

1 DAVID M. POITRAS – Bar No. 141309  
2 SUSAN K. SEFLIN - Bar No. 213865  
3 JESSICA S. WELLINGTON - Bar No. 324477  
4 BG LAW LLP  
5 21650 Oxnard Street, Suite 500  
6 Woodland Hills, CA 91367  
Telephone: (818) 827-9000  
Facsimile: (818) 827-9099  
Email: dpoitras@bg.law  
sseflin@bg.law  
jwellington@bg.law

7 Proposed Attorneys for Chapter 11 Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SANTA ANA DIVISION**

In re  
Mash Studios, Inc.,

Case No. 8:24-bk-11048-TA

Chapter 11

**DEBTOR'S NOTICE OF EMERGENCY  
MOTION AND EMERGENCY MOTION  
FOR AUTHORITY TO: (A) USE CASH  
COLLATERAL ON AN INTERIM BASIS  
PENDING A FINAL HEARING; (B)  
GRANT REPLACEMENT LIENS; AND (C)  
SET FINAL HEARING; MEMORANDUM  
OF POINTS AND AUTHORITIES [11  
U.S.C. § 363 AND FEDERAL RULE OF  
BANKRUPTCY PROCEDURE 4001]**

*Declaration of Lisa Boardman Filed  
Concurrently Herewith*

**Hearing:**

Date: April 26, 2024  
Time: 11:30 a.m.  
Place: Courtroom 5B - Via Zoom.gov only  
411 West Fourth Street  
Santa Ana, CA 92701

**TABLE OF CONTENTS**

	<u>Page</u>
I. FACTUAL BACKGROUND.....	4
A. General Case Background.....	4
B. Description of the Debtor's Business .....	4
C. The Debtor's Management Structure.....	5
D. The Debtor's Prepetition Lender .....	5
E. Circumstances Impacting the Debtor's Operations and Reason for the Bankruptcy Filing .....	5
II. THE BUDGET.....	7
III. ARGUMENT .....	8
A. The Debtor Should Be Authorized To Use Cash Collateral To Operate, Maintain And Preserve Its Business.....	8
B. The Secured Creditors Are Adequately Protected.....	9
1. The Lender is Adequately Protected By Equity Cushion.....	10
2. The Lender is Adequately Protected By The Continued Operations Of The Debtor's Business.....	10
3. The Lender is Adequately Protected By Replacement Liens Against The Debtor's Assets.....	11
IV. CONCLUSION.....	12

**TABLE OF AUTHORITIES**

	<u>Page</u>
	<b>CASES</b>
1 <u>In re Dynaco Corporation,</u> 2      162 B.R. 389 (Bankr. D.N.H. 1993) .....	9, 11
5 <u>In re Ernst Home Center, Inc.,</u> 6      209 B.R. 955 (Bankr. W.D. Wash. 1997) .....	10
7 <u>In re Immenhausen Corp.,</u> 8      164 B.R. 347 (Bankr. M.D. Fla. 1994) .....	11
9 <u>In re Las Vegas Monorail Co.,</u> 10     429 B.R. 317, 341 (Bankr. D. Nev. 2010) .....	10
10 <u>In re McCombs Properties VI, Ltd.,</u> 11     88 B.R. 261, 265 (Bankr. C.D. Cal. 1988).....	9, 10, 11
11 <u>In re Mellor,</u> 12     734 F.2d 1396, 1400 (9th Cir. 1984) .....	9, 10
13 <u>In re Newark Airport/Hotel Ltd. Partnership,</u> 14     156 B.R. 444 (Bankr. D.N.J. 1993) .....	11
15 <u>In re Oak Glen R-Vee,</u> 16     8 B.R. 213, 216 (Bankr. C.D. Cal. 1981).....	8
17 <u>In re O'Connor,</u> 18     808 F.2d 1393, 1398 (10th Cir. 1987) .....	9
19 <u>In re Prime, Inc.,</u> 20     15 B.R. 216, 219 (Bankr. W.D. Mo. 1981).....	9
21 <u>In re Stein,</u> 22     19 B.R. 458 (Bankr. E.D.Pa. 1982) .....	9, 10, 11
23 <u>In re Sunnymead Shopping Center Co.,</u> 24     178 B.R. 809, 814 (9th Cir. BAP 1995) .....	8, 9
25 <u>In re Triplett,</u> 26     87 B.R. 25 (Bankr. W.D.Tex. 1988) .....	10
27 <u>Matter of Pursuit Athletic Footwear, Inc.,</u> 28     193 B.R. 713 (Bankr. D. Del. 1996) .....	11
25 <u>United Savings Association v. Timbers of Inwood Forest Associates,</u> 26     108 S.Ct. 626, 629 (1988).....	9

1                   STATUTES

2                   11 U.S.C. § 361.....	11
3                   11 U.S.C. § 363.....	8
4                   11 U.S.C. § 363(a) .....	1, 8, 9
5                   11 U.S.C. § 363(c) .....	8
6                   11 U.S.C. § 363(c)(1).....	8, 9
7                   11 U.S.C. § 363(c)(2).....	8, 9
8                   11 U.S.C. § 363(c)(2)(A) .....	8
9                   11 U.S.C. § 363(c)(2)(B) .....	8
10                  11 U.S.C. § 363(e) .....	8

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **TO THE HONORABLE THEODOR C. ALBERT, CHIEF UNITED STATES**  
2 **BANKRUPTCY JUDGE, SECURED LENDERS, CREDITORS HOLDING THE TWENTY**  
3 **LARGEST UNSECURED CLAIMS, AND THE OFFICE OF THE UNITED STATES**  
4 **TRUSTEE:**

5 **PLEASE TAKE NOTICE** that a hearing will be held on April 26, 2024 at 11:30 a.m. via  
6 Zoom.gov only before the Honorable Theodor C. Albert, Chief United States Bankruptcy Judge for  
7 the Central District of California, for the Court to consider the motion (the “Motion”) filed by Mash  
8 Studios, Inc., the chapter 11 debtor and debtor in possession herein (the “Debtor” or “Studios”), for  
9 entry of interim and final orders authorizing the Debtor to use cash collateral to pay the Debtor’s  
10 ordinary and necessary expenses set forth on the budget (the “Budget”) attached hereto as **Exhibit**  
11 **A.** The proposed order on the Motion is attached hereto as **Exhibit B.**

12 The Debtor has one secured creditor that assert a lien upon the Debtor’s “cash collateral” as  
13 that term is defined in 11 U.S.C. § 363(a). The U.S. Small Business Administration (“SBA”) is  
14 owed approximately \$2 million pursuant to an SBA loan and has a security interest in all of the  
15 Debtor’s assets. The SBA appears to have perfected its security interest by recording UCC-1  
16 financing statements with the California Secretary of State.

17 The Debtor is a California corporation formed in 2002 and designs bespoke office furniture  
18 for large corporations. The Debtor works closely with its affiliate MASHindustries, Inc.<sup>1</sup>  
19 (“Industries” and collectively, with the Debtor, the “Debtors”). Industries was formed in 2013 and  
20 specializes in custom commercial furniture manufacturing and architectural millwork. Industries  
21 primarily sells its furniture and millwork to general contractors and building developers, but it also  
22 supplies to the Debtor where appropriate.

23 The Debtor’s upcoming May 3, 2024 payroll must be funded to its pay check servicer  
24 Paychex Payroll Service (“Paychex”) by no later than Wednesday, May 1, 2024, and the Debtor’s  
25 premium payment on its workers’ compensation insurance is due no later than April 30, 2024.  
26 Furthermore, the Debtor has seven employees including one that is traveling and the Debtor cannot

---

27  
28 <sup>1</sup> Studios filed its own chapter 11 case, Bankr. Case No. 8:24-bk-11048-TA, along with the Debtor’s  
chapter 11 filing. The Debtor and Studios have concurrently filed a motion for entry of an order  
jointly administering the two cases.

1 go more than two days without having use of its cash collateral to pay ordinary operating expenses.

2       The SBA is secured by all of the Debtor's assets, as well as by a personal guaranty from the  
3 Debtor's sole shareholder, Bernard Brucha. As additional adequate protection of its interest in the  
4 cash collateral, the SBA will be granted replacement liens upon all postpetition assets of the  
5 Debtor's estate (except any "Avoidance Actions" arising under sections 544, 545, 546, 547, 548,  
6 549, 550 or any similar provisions of the Bankruptcy Code) to the same extent, validity and priority  
7 as its liens upon the Debtor's prepetition assets. While the Debtor is hopeful that the secured  
8 creditor will consent to use of cash collateral, in the event that the SBA does not consent to such use,  
9 the Debtor believes that its liens will be adequately protected by an equity cushion, the replacement  
10 lien and the Debtor's continued business operations.

11      The Debtor's assets include, but are not limited to, accounts receivable, inventory, existing  
12 contracts, cash, deposits, furnishings, fixtures and equipment, with an estimated fair market value of  
13 approximately \$7 million. This leaves the SBA with an equity cushion of approximately 350%.

14      It is imperative that the Debtor obtain immediate Court authority to use cash collateral in  
15 order to avoid immediate and irreparable harm to the Debtor's business. The Debtor must be able to  
16 fund its next payroll in order to avoid a mass exodus of the Debtor's employees and the  
17 corresponding harm to its business<sup>2</sup>, and the Debtor must timely pay its workers' compensation  
18 policy, which payment is due no later than April 30, 2024.

19      **PLEASE TAKE FURTHER NOTICE** that if you wish to object to the relief sought by the  
20 Motion, you must appear at the hearing and file any responsive pleading in accordance with the  
21 deadline set forth in the accompanying Notice of Emergency Motions. Your failure to timely object  
22 may be deemed by the Court to constitute consent to the relief requested herein.

23      **PLEASE TAKE FURTHER NOTICE** that the Motion is based on this Motion and  
24 attached Memorandum of Points and Authorities, the concurrently filed Declaration of Lisa L.  
25 Boardman and evidence appended thereto, the arguments of counsel and other admissible evidence  
26 properly brought before the Court at or before the hearing on this Motion.

27  
28 <sup>2</sup> The Debtor must fund its payroll by 2:00 p.m. Wednesday, May 1, 2024 in order to ensure that its  
employees are paid by Friday, May 3, 2024.

1           **WHEREFORE**, the Debtor respectfully requests that this Court enter an order granting the  
2 Motion in its entirety and:

3           1. Authorizing the Debtor to use cash collateral to pay all of the expenses set forth in the  
4 Budget;

5           2. Granting the SBA as adequate protection of its prepetition collateral and cash  
6 collateral, replacement liens upon all postpetition assets of the Debtor's estate (except any  
7 "Avoidance Actions" arising under sections 544, 545, 546, 547, 548, 549, 550 or any similar  
8 provisions of the Bankruptcy Code) to the same extent, validity and priority as its liens upon the  
9 Debtor's prepetition assets;

10          3. Authorizing and directing the applicable banks and other financial institutions to  
11 receive, process, honor and pay all checks presented for payment and to honor all electronic payment  
12 request made by the Debtor relating to its May 3, 2024 payroll (and to any other post-petition  
13 transaction);

14          4. Scheduling a final hearing on this Motion; and

15          5. Granting such other and further relief as the Court deems just and proper under the  
16 circumstances.

17          DATED: April 25, 2024

BG Law LLP

19           By: /s/ Susan K. Seflin  
20           Susan K. Seflin  
21           Proposed Attorneys for Chapter 11 Debtor  
22           and Debtor in Possession

1                   **MEMORANDUM OF POINTS AND AUTHORITIES**

2                   **I. FACTUAL BACKGROUND**

3                   **A. General Case Background**

4                   1. On April 24, 2024, Mash Studios, Inc. (“Studios” or the “Debtor”) filed a voluntary  
5 petition for relief under subchapter v of chapter 11 of Title 11 of the United States Code (the  
6 “Bankruptcy Code”). The Debtor continues to operate its business and manage its affairs as a debtor  
7 in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner,  
8 or committee has been appointed in the Debtor’s chapter 11 case.

9                   2. Concurrently with the filing of the Debtor’s bankruptcy petition, the Debtor’s affiliate  
10 MASHindustries, Inc. (“Industries” and collectively, with the Debtor, the “Debtors”) filed its own  
11 chapter subchapter v chapter 11 bankruptcy proceeding, styled *In re Mash Studios, Inc.*, Bankr. Case  
12 No. 8:24-bk-11046-TA. Concurrently with the filing of this Motion, the Debtors have filed a motion  
13 for joint administration of their bankruptcy cases.

14                   **B. Description of the Debtor’s Business**

15                   3. Studios, a California corporation, was formed in 2002 by Bernard Brucha and Mr.  
16 Brucha is the sole shareholder of Studios. Studios designs custom office furniture for large  
17 corporations such as Nike, Chanel and Google. In 2013, one of Studios suppliers went out of  
18 business and Mr. Brucha formed Industries to acquire those assets to begin a furniture and millwork  
19 manufacturing business. Mr. Brucha is the sole shareholder of Industries.

20                   4. Industries manufacturing operations are located at 7150 Village Drive, Buena Park,  
21 California (the “Buena Park Property”). Industries employs approximately 34 people and Studios has  
22 7 employees. Industries’ website is [www.mashindustries.com](http://www.mashindustries.com) and Studios’ website is  
23 [www.mashstudios.com](http://www.mashstudios.com).

24                   5. For the fiscal year 2023, Industries’ gross revenue was \$5,001,733 and Studios gross  
25 revenue was \$9,066,031. Prior to Covid in 2020, the Debtors’ combined business were historically  
26 profitable. Along with the commercial office market in general, the Debtors’ businesses were hit  
27 extremely hard by the Covid pandemic, with new orders greatly reduced for 2020 through 2023.  
28 The Debtors’ businesses have begun turning the corner in 2024 and the Debtors reduced their

1 overhead greatly by laying off approximately 30 employees, and closing Studios' headquarters and  
2 showrooms. Industries has approximately \$12 million in new orders on the books, and Studios has  
3 approximately \$6 million in new orders on the book. The Debtors are projecting a return to  
4 profitability in April or May 2024.

5 **C. The Debtors' Management Structure**

6 Both of the Debtors are California corporations. Bernard Brucha is the founder, Chief  
7 Executive Officer, and principal of both Debtors, and he is the sole shareholder of both Debtors.

8 Lisa Boardman is the Chief Operating Officer and Chief Financial Officer for the  
9 Debtor. Ms. Boardman has extensive knowledge regarding the Debtor's day-to-day operations and  
10 finances.

11 **D. The Debtor's Prepetition Lender**

12 The Debtor's prepetition lender is the U.S. Small Business Administration (the  
13 "SBA" or "Lender"). As of April 23, 2024, the Lender is owed \$2 million pursuant to an SBA loan  
14 agreement, promissory note and security agreement. The Lender appears to have perfected its  
15 security interest by recording a UCC-1 financing statements with the California Secretary of State.  
16 Attached as **Exhibit C** hereto is a recent UCC search setting forth all liens against the Debtor. Other  
17 than the Lender, the only secured claims asserted against the Debtor are equipment liens.

18 **E. Circumstances Impacting the Debtor's Operations and Reason for the**  
19 **Bankruptcy Filing**

20 Prior to February of 2024, Industries and Studios did not have the same address.  
21 Studios had studios and offices in Los Angeles, and Industries occupied the Buena Park Property.  
22 As part of their effort to reduce expenses, Studios gave up its offices and studios in Los Angeles in  
23 February of 2024, and now Studios' employees either work from home or at the Buena Park  
24 Property as necessary. Although Industries has always occupied the Buena Park Property with its  
25 manufacturing facility, Studios is the named tenant on the lease. In 2023, Industries began having  
26 problems timely paying the rent of \$86,000 a month on the Buena Park Property and as of the

27      ///

28

1 petition date, the Debtors are seven months behind on rent though they have paid March and April  
2 2024 rent.<sup>3</sup>

3 10. On January 10, 2024, Buchanan Street Partners (BSP”), the landlord for the Buena  
4 Park Property, served Studios with a three day notice to pay rent or quit. While the Debtors  
5 responded to the three-date notice with a payment plan proposal, the Debtors were not able to make  
6 the full payment and their payment plan was rejected by BSP. Thereafter, on February 16, 2024,  
7 BSP filed an unlawful detainer action and obtained a writ of possession for the Buena Park Property.  
8 On Friday, April 19, 2024, Studios was served with a *Notice to Vacate* the Buena Park Property on  
9 or before April 25, 2024 at 6:01 a.m. including Industries’ manufacturing facility (the ‘Facility’)  
10 located at the Buena Park Property. The Facility is a 77,000 sq. ft. manufacturing facility, houses  
11 valuable equipment, and is vital to the Debtor’s ongoing operations and return to profitability.  
12 Industries’ thirty-four employees work out of the Facility and being locked out of the Facility by the  
13 Sheriff would have decimated Industries’ business and operations and interfere significantly in  
14 Studios’ operations. Industries intends to relocate its manufacturing operations to a smaller facility,  
15 hopefully within 120 days of the Petition Date, and proposes to pay BSP postpetition rent at the  
16 contract rate from the petition date through the date that it vacates the premises.

17 11. Combined, the Debtors have outstanding debt of approximately \$7 million [\$2.5  
18 million in secured debt (SBA loans during Covid) and approximately \$4.5 million in unsecured trade  
19 debt (including the BSP debt)]. The Debtors intend to file a joint chapter 11 reorganizing plan to  
20 resolve these debts in their chapter 11 cases.

21 12. Without the chapter 11 cases, all manufacturing would cease indefinitely due to the  
22 BSP writ of possession, and Industries would be forced to liquidate. Through their chapter 11 cases,  
23 the Debtors can remain as a going concern and keep 41 employees employed, and project significant  
24 recoveries to their creditor constituencies through the chapter 11 plan process.

25 13. Without the filing of this bankruptcy and obtaining use of cash collateral, the  
26 Debtors’ businesses would have been crippled by a complete shutdown of the Facility.

27  
28 <sup>3</sup> The landlord holds a security deposit in the amount of \$268,275.53, which it apparently has not applied to the outstanding balance.

1       **II. THE BUDGET**

2              The Debtor estimates that its assets currently have a value of approximately \$7 million. The  
3 Debtor's cash, accounts receivable and inventory total \$2.5 million as of the petition date, and the  
4 Debtor's other assets (including existing contracts, deposits, furnishings, goodwill, fixtures and  
5 equipment) have a value of approximately \$4.5 million. Additionally, the Lender has a personal  
6 guaranty against the Debtor's owner Bernard Brucha.

7              As set forth above, the Debtor commenced this case based on the pending notice to vacate  
8 the Buena Park Property, which would cause Industries to immediately stop all of its business  
9 operations, which would have a waterfall effect on the Debtor as part of the businesses overlap. As  
10 illustrated by the budget ("Budget") attached hereto as **Exhibit A**, the Debtor will be able to operate  
11 cash flow positive post-petition. The Budget sets forth the minimum requirements of the Debtor to  
12 operate its business to accomplish a successful reorganization for all creditors. The Budget does not  
13 contemplate any "extraordinary" or "luxury" expense. The Budget therefore contains the Debtor's  
14 basic requirements for operations and is reasonable.

15             The Debtor will not pay any insider salaries (which are highlighted on the Budget) until the  
16 time period has passed with respect to the Insider Comp Notices served in accordance with the local  
17 rules.

18             Although the Budget represents the Debtor's best estimate of the necessary expenses  
19 associated with the business, as the ebbs and flows of the Debtor's business are unpredictable, the  
20 needs of the business may fluctuate. Therefore, the Debtor requests Court authority to deviate from  
21 the total expenses contained in the Budget by no more than 15%, on a cumulative basis, and to  
22 deviate by category (provided the Debtor does not pay any expenses outside of any approved  
23 categories) without the need for further Court order.

24             In order for the Debtor to operate its business in accordance with the Budget and to fund the  
25 upcoming May 3, 2024<sup>4</sup> payroll, the Debtor must be able to use the revenues that are paid to it.  
26 Furthermore, the Debtor's workers' compensation premium is due no later than April 30, 2024.

27  
28             <sup>4</sup> The Debtor must fund its payroll by 2:00 p.m. Wednesday, May 1, 2024 in order for its employees  
to be paid by Friday, May 3, 2024.

### III. ARGUMENT

The Debtor's use of property of the estate is governed by Section 363 of the Bankruptcy Code. Section 363(c)(1) provides in pertinent part:

If the business of the debtor is authorized to be operated under section ... 1108 ... of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

8 11 U.S.C. § 363(c)(l). A debtor in possession has all of the rights and powers of a trustee with  
9 respect to property of the estate, including the right to use property of the estate in compliance with  
10 Section 363. *See* 11 U.S.C. § 1107(a).

“Cash collateral” is defined as “cash, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents in which the estate and an entity other than the estate have an interest. . . .” 11 U.S.C. § 363(a). Section 363(c)(2) establishes a special requirement with respect to “cash collateral,” providing that the trustee or debtor in possession may use “cash collateral” under subsection (c)(1) if:

- (A) each entity that has an interest in such cash collateral consents; or
  - (B) the court, after notice and a hearing, authorizes such use, sale or lease in  
th the provisions of this section.

<sup>19</sup> See 11 U.S.C. § 363(c)(2)(A) and (B).

Further, upon the request of an entity that has an interest in property proposed to be used by the Debtor, the Court shall prohibit or condition such use “as is necessary to provide adequate protection of such interest.” 11 U.S.C. § 363(e).

**A. The Debtor Should Be Authorized To Use Cash Collateral To Operate, Maintain And Preserve Its Business.**

25 It is well settled that it is appropriate for a chapter 11 debtor to use cash collateral for a  
26 reasonable period of time for the purpose of maintaining and operating its property. 11 U.S.C.  
27 § 363(c)(2)(B); *In re Sunnymead Shopping Center Co.*, 178 B.R. 809, 814 (9th Cir. BAP 1995)  
28 (“Sunnymead”); *In re Oak Glen R-Vee*, 8 B.R. 213, 216 (Bankr. C.D. Cal. 1981). In addition, where

1 the Debtor is operating a business, it is extremely important that the access to cash collateral be  
2 allowed in order to facilitate the goal of reorganization: “the purpose of Chapter 11 is to rehabilitate  
3 debtors and generally access to cash collateral is necessary to operate a business.” *In re Dynaco*  
4 *Corporation*, 162 B.R. 389 (Bankr. D.N.H. 1993), quoting *In re Stein*, 19 B.R. 458, 459 (Bankr.  
5 E.D. PA 1982). *See also, In re Delco Oil, Inc.*, 599 F.3d 1255, 1258 (11th Cir. 2010) (“a debtor  
6 reorganizing his business has a compelling need to use cash collateral in order to meet its daily  
7 operating expenses and rehabilitate its business”); *In re Prime, Inc.*, 15 B.R. 216, 219 (Bankr. W.D.  
8 Mo. 1981)(“it is apparent that the Congress intended business under reorganization to proceed in as  
9 normal a fashion as possible”).

10 The Debtor has only commenced its bankruptcy case because of the landlord’s notice to  
11 vacate and the immediate harm to Industries’ business which will negatively affect Studios’  
12 operations. The Debtor believes that it is in the overwhelming best interests of its estate, its  
13 business, its employees, its vendors and its creditors to continue to operate and maintain its business  
14 as a going concern. The Court should authorize the Debtor to use cash collateral to continue to  
15 operate and maintain its business because the interests of the secured creditors are adequately  
16 protected.

17 **B. The Secured Creditors Are Adequately Protected.**

18 To the extent that an entity has a valid security interest in the revenues generated by property,  
19 those revenues constitute “cash collateral” under Section 363(a) of the Bankruptcy Code. Pursuant  
20 to Section 363(c)(2), the Court may authorize the debtor to use a secured creditor’s cash collateral if  
21 the secured creditor is adequately protected. *Sunnymead*, 178 B.R. at 814; *In re Mellor*, 734 F.2d  
22 1396, 1400 (9th Cir. 1984). *See also In re O’Connor*, 808 F.2d 1393, 1398 (10th Cir. 1987); *In re*  
23 *McCombs Properties VI, Ltd.*, 88 B.R. 261, 265 (Bankr. C.D. Cal. 1988) (“*McCombs*

24 Pursuant to the Supreme Court case of *United Savings Association v. Timbers of Inwood*  
25 *Forest Associates*, 108 S. Ct. 626, 629 (1988) (“*Timbers26 interest that a debtor must adequately protect pursuant to Section 363(c)(1) and (2) of the  
27 Bankruptcy Code is only the value of the lien that secures the creditor’s claim. 108 S. Ct. at 630.  
28 *See also McCombs, Id.*, at 266. Section 506(a) “limit[s] the secured status of a creditor (i.e., the*

1 secured creditor's claim) to the lesser of the [allowed amount of the] claim or the value of the  
2 collateral." *McCombs*, *Id.*, at 266. *See also, IN re Ernst Home Center, Inc.*, 209 B.R. 955 (Bankr.  
3 W.D. Wash. 1997) (adequate protection is not meant to be a guarantee that a creditor will be paid in  
4 full ... the court must determine whether the creditor's interests are protected as nearly as possible  
5 against the possible risks to that interest).

6 **1. The Lender is Adequately Protected By its Equity Cushion.**

7 As set forth above, the Lender is oversecured. The Debtor is indebted to the Lender for \$2  
8 million. The Debtor's assets are valued conservatively at \$7 million, which makes the Lender  
9 oversecured by approximately \$5 million (or an equity cushion of approximately 350%). The  
10 Lender is also secured by a personal guaranty from the Debtor's sole shareholder, Bernard Brucha.  
11 To the best of the Debtor's knowledge, the Debtor does not have any other creditor that has an  
12 interest in its cash collateral.

13 It is well established that the existence of an equity cushion alone can constitute adequate  
14 protection to a secured creditor when a debtor seeks to use cash collateral. *In re Mellor*, 734 F.2d  
15 1396 (9th Cir. 1984) (equity cushion is the classic form of protection for a secured debt justifying the  
16 restraint of lien enforcement by a bankruptcy court ... "it has been held that the existence of an  
17 equity cushion, standing alone, can provide adequate protection"). In *Mellor*, the Ninth Circuit held  
18 that a 20% equity cushion constituted adequate protection as a matter of law. *In re Mellor*, 734 F.2d  
19 at 1404.

20 **2. The Lender is Adequately Protected By The Continued Operations Of  
21 The Debtor's Business.**

22 In this case, the Lender is also adequately protected by replacement liens and by the  
23 continued operation of the Debtor's business. The preservation of the value of a secured creditor's  
24 lien is sufficient to provide adequate protection to a secured creditor when a debtor seeks to use cash  
25 collateral. *In re Triplett*, 87 B.R. 25 (Bankr. W.D. Tex. 1988). *See also In re Las Vegas Monorail  
Co.*, 429 B.R. 317, 341 (Bankr. D. Nev. 2010) (recognizing that other courts "have found that a  
26 debtor's use of cash collateral to maintain properties from which rents are being generated is a  
27 sufficient form of adequate protection); *In re Stein*, 19 B.R. 458 (Bankr. E.D. Pa. 1982). In *Stein*,

1 the Court found that, as a general rule, a debtor may use cash collateral where such use would  
2 enhance or preserve the value of the collateral, and allowed the debtor therein to use cash collateral  
3 even though the secured party had no equity cushion for protection. The *Stein* Court determined that  
4 the use of cash collateral was necessary to the continued operations of the debtor, and that the  
5 creditor's secured position could only be enhanced by the continued operation of the debtor's  
6 business. *See also In re McCombs, supra*, where the court determined that the debtor's use of cash  
7 collateral for needed repairs, renovations and operating expenses eliminated the risk of diminution in  
8 the creditor's interest in the cash collateral and such use would more likely increase cash collateral.

9       The Debtor believes that with its continued business operations, there will not be a diminution  
10 in the value of its business. In the case of *Matter of Pursuit Athletic Footwear, Inc.*, 193 B.R. 713,  
11 716 (Bankr. D. Del. 1996), the Court, accepting the debtor's argument that no additional adequate  
12 protection payments need be made, held as follows:

13           if there is no actual diminution in the value of [the] collateral  
14 through the date of the hearing, and [Debtor] can operate profitably  
15 post-petition, [creditor] is adequately protected for the use of its cash  
16 collateral. 11 U.S.C. Section 361; *In re Newark Airport/Hotel Ltd. Partnership*, 156 B.R. 444, 450 (Bankr. D.N.J. 1993); *In re Dynaco*,  
162 B.R. 389, 394-5 (Bankr. D.N.H. 1993); *In re Immenhausen Corp.*, 164 B.R. 347, 352 (Bankr. M.D. Fla. 1994).

17  
18 The only way for the Debtor to maximize its going concern value and prevent diminution in the value  
19 of its business is for the Debtor to continue to operate its business seamlessly.

20           **3. The Lender is Adequately Protected By Replacement Liens Against The  
21 Debtor's Assets.**

22       Finally, and in order to provide the Lender with further adequate protection for the Debtor's  
23 use of cash collateral, the Debtor proposes to provide the Lender with replacements lien against the  
24 Debtor's post-petition assets with the same validity, priority, and scope as the Lender had with its  
25 lien(s) against the Debtor's prepetition assets.

26       ///  
27       ///  
28       ///

#### IV. CONCLUSION

**WHEREFORE**, the Debtor respectfully requests that this Court enter an order granting the Motion in its entirety and:

1. Authorizing the Debtor to use cash collateral to pay all of the expenses set forth in the Budget;

2. Granting the Lender as adequate protection of its prepetition collateral and cash collateral, replacement liens upon all postpetition assets of the Debtor's estate (except any "Avoidance Actions" arising under sections 544, 545, 546, 547, 548, 549, 550 or any similar provisions of the Bankruptcy Code) to the same extent, validity and priority as its liens upon the Debtor's prepetition assets;

3. Authorizing and directing the applicable banks and other financial institutions to receive, process, honor and pay all checks presented for payment and to honor all electronic payment request made by the Debtor relating to its May 3, 2024 payroll (and to any other post-petition transaction);

4. Scheduling a final hearing on this Motion; and

5. Granting such other and further relief as the Court deems just and proper under the circumstances.

DATED: April 25, 2024

BG Law LLP

By: /s/ Susan K. Seflin  
Susan K. Seflin  
Proposed Attorneys for Debtor  
and Debtor in Possession

	MASHstudios Cash Flow									
	4/29/2024	5/6/2024	5/13/2024	5/20/2024	5/27/2024	6/3/2024	6/10/2024	6/17/2024	6/24/2024	
Cash Balance, Beginning	71,162	51,840	52,438	37,882	83,624	107,521	93,745	139,767	152,875	
Receipts										
Customer Payments	60,243	19,420	54,397	111,312	75,078	51,087	115,110	107,627	124,262	
Total Receipts	<u>60,243</u>	<u>19,420</u>	<u>54,397</u>	<u>111,312</u>	<u>75,078</u>	<u>51,087</u>	<u>115,110</u>	<u>107,627</u>	<u>124,262</u>	
Total Cash Available	<u>131,405</u>	<u>71,260</u>	<u>106,835</u>	<u>149,194</u>	<u>158,702</u>	<u>158,608</u>	<u>208,855</u>	<u>247,394</u>	<u>277,137</u>	
Non Insider Payroll and ER Taxes	22,463		22,643			22,643		22,643		
Insider Payroll and ER Taxes	6,265		6,265			6,265		6,265		
ER 401K	381		381			381		381		
Payroll Fees	452		452			452		452		
Sales Tax   Payment Plan   MASHstudios		5,318				5,318				
Sales Tax   Q1 2024   LAXseries	1,544									
Workers Compensation   renewal   annual premium	5,693									
SBA Loan	9,842				9,842					
O/H Health Benefits			7,125				7,125			
O/H Corporate & General Liability Insurance			2,507				2,507			
O/H IT Services/Servers/Security/Data				3,051				3,051		
O/H Software/Licenses/NetSuite/Other				5,000				5,000		
O/H Google Ad Spend   LAXseries	500	500	500	500	500	500	500	500	500	
O/H Computers/Dell	952				952					
O/H Bill.com					998					
O/H Cellular Phones	350		350		350			350		
O/H Licenses and Fees		350				350				
O/H Office Supply/Expense/Postage	150		150			150		150		
O/H Equipment Rental/Copier			238					238		
O/H Priority One/Shipping		2,500				2,500				
O/H Shopify Fees			350				350			
D/E Design Supplies	250	250	250	250	250	250	250	250	250	
D/E Vendor Payments   on project % complete   51%	51%	30,724	9,904	27,742	56,769	38,290	26,054	58,706	54,890	63,374
<b>Total Disbursement</b>	<b>79,565</b>	<b>18,822</b>	<b>68,953</b>	<b>65,570</b>	<b>51,182</b>	<b>64,862</b>	<b>69,088</b>	<b>94,519</b>	<b>64,124</b>	
<b>Cash Balance, ending</b>	<b>51,840</b>	<b>52,438</b>	<b>37,882</b>	<b>83,624</b>	<b>107,521</b>	<b>93,745</b>	<b>139,767</b>	<b>152,875</b>	<b>213,014</b>	

1 DAVID M. POITRAS – Bar No. 141309  
2 SUSAN K. SEFLIN - Bar No. 213865  
3 JESSICA S. WELLINGTON - Bar No. 324477  
4 BG LAW LLP  
5 21650 Oxnard Street, Suite 500  
6 Woodland Hills, CA 91367  
7 Telephone: (818) 827-9000  
8 Facsimile: (818) 827-9099  
9 Email: dpoitras@bg.law  
10 sseflin@bg.law  
11 jwellington@bg.law

7 Proposed Attorneys for Chapter 11 Debtor and Debtor in Possession

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SANTA ANA DIVISION**

In re  
12  
Mash Studios, Inc.,  
13

Case No. 8:24-bk-11048-TA

## Chapter 11

**INTERIM ORDER AUTHORIZING DEBTOR  
TO USE CASH COLLATERAL ON AN  
INTERIM BASIS PENDING A FINAL  
HEARING, GRANTING REPLACEMENT  
LIENS AND SETTING A FINAL HEARING**

## **Original Hearing:**

**Date:** April 26, 2024  
**Time:** 11:30 a.m.

**Continued Hearing:**

Date:

**Time:**

## Place:

1           On April 26, 2024 at 11:30 a.m., an interim hearing (the “Interim Hearing”) was held  
2 before the Honorable Theodor C. Albert, Chief United States Bankruptcy Judge for the Central  
3 District of California, for the Court to consider the *Emergency Motion For Authority to: (A) Use*  
4 *Cash Collateral on an Interim Basis Pending a Final Hearing; (B) Grant Replacement Liens; and*  
5 *(C) Set Final Hearing [Doc. No. \_\_]* (the “Motion”) filed by Mash Studios, Inc., the chapter 11  
6 debtor and debtor in possession herein (the “Debtor”). Appearances were made as noted on the  
7 record.

8           By the Motion, the Debtor sought the following: (1) authorization to use cash collateral on an  
9 interim basis, (2) the granting to the U.S. Small Business Administration (“SBA”), as adequate  
10 protection of its prepetition collateral and cash collateral, replacement liens upon all postpetition  
11 assets of the Debtor’s estate (except any “Avoidance Actions” arising under sections 544, 545, 546,  
12 547, 548, 549, 550 or any similar provisions of the Bankruptcy Code) to the same extent, validity  
13 and priority as their respective liens upon the Debtor’s prepetition assets, and (3) the setting of a  
14 final hearing on the relief requested in the Motion.

15          The Court, having reviewed and considered the Motion and all pleadings and papers filed in  
16 support thereof, having heard and considered the arguments of counsel made at the hearing, having  
17 found that notice of the Motion was adequate and appropriate under the circumstances, having set  
18 forth the Court’s findings of fact and conclusions of law on the record, and finding good cause  
19 appearing therefor,

20          **IT IS HEREBY ORDERED AS FOLLOWS:**

21          1.       The Motion is granted on an interim basis to the extent set forth in this Order.

22          2.       Cash Collateral: The Debtor is authorized to use cash collateral on an interim basis to  
23 pay all of the expenses set forth in the Budget attached as Exhibit A to the declaration of Lisa  
24 Boardman [Doc. No. \_\_] filed in support of the Motion.

25          3.       The Debtor is authorized to deviate from the total expenses contained in the projections  
26 by no more than 15% on a cumulative basis and to deviate by category (provided the Debtor does  
27 not pay any expenses outside of any approved categories) without the need for further Court order.

28          4.       The SBA is hereby granted replacement liens upon all postpetition assets of the

1 Debtor's estate (except any "Avoidance Actions" arising under sections 544, 545, 546, 547, 548,  
2 549, 550 or any similar provisions of the Bankruptcy Code) to the same extent, validity and priority  
3 as their respective liens upon the Debtor's prepetition assets, as adequate protection of its prepetition  
4 collateral and cash collateral.

5. All applicable banks and other financial institutions are authorized and directed to  
6 receive, process, honor and pay all checks presented for payment and to honor all electronic payment  
7 requests made by the Debtor relating to its May 3, 2024 payroll (and to any other post-petition  
8 transaction).

9. A continued hearing on the Motion will be held on \_\_\_\_ at \_\_\_\_.

10. The Debtor shall provide notice of the continued hearing on the Motion upon the top  
11 twenty (20) general unsecured creditors, all secured creditors, the Office of the United States Trustee  
12 and those parties who have requested special notice.

13 **IT IS SO ORDERED.**

14 # # #  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



First Corporate  
solutions

## SERVICE REPORT

dang.nguyen@ficoso.com | +19163138978

BG Law LLP  
21650 Oxnard Street Suite 500  
Woodland Hills CA  
US 91367-4911  
Attn:Mela Zepeda

**Date:** April 23, 2024  
**FCS Order Number:** ORD-2290041-V1B3C4  
**Client Reference:** 6091.001 and 6092.001:  
Mash

## SERVICE

---

**Type of Service:** State - UCC, Federal and State Tax Liens, and Judgments Search  
**Jurisdiction/Filing Office:** Secretary of State or Equivalent, California, United States of America

**Order Specifics:**

**Effective Index Date:** 4/12/2024

## RESULTS

---

**Name:** Mash Studios, Inc.

Type	Date	Document No.	Notes
See attached listing with copies	--	--	See attached similar name report

We guarantee our information to be as accurate as reasonable care can make it; however, the ultimate responsibility for maintaining files rests with the filing officer, and we accept no liability beyond the exercise of reasonable care. No guarantee is given, nor liability assumed with respect to the identity of any party named or referred to above with respect to the validity, legal effect or priority of any matter shown herein. In no event shall FIRST CORPORATE SOLUTIONS' liability exceed the fee amount.



First Corporate  
solutions

## SEARCH REPORT

914 S Street, Sacramento, CA 95811  
P: 800.406.1577 | F: 800.230.2217

### UCC Search Report

Type of Search	UCCs, Federal Tax Liens, State Tax Liens, and Judgments
Jurisdiction/Filing Office	State of California, Secretary of State Uniform Commercial Code Division
Estimated Currency Date	Apr. 12, 2024
Last File Date	Apr 14 2024
Subject Search Name	Mash Studios, Inc.
Search Key Entered	MAS*STU

### Results

Based on a search of the indices of the Uniform Commercial Code Division of the Secretary of State of California, there are no active liens of record other than those set out below. Liens reflected in this report were based on the searcher's individual search parameters, the search key entered, as well as the searcher's choice of the liens ultimately included or excluded herein. Certification can only be obtained through the office of the California Secretary of State.

#### 1. UCC

Document No. 20137373487861 Lapses 8/12/2028  
Filed 8/12/2013

Debtor MASH STUDIOS, INC.  
12705 VENICE BOULEVARD  
LOS ANGELES CA 90066

Secured Party COMMUNITY BANK  
1750 S. STATE COLLEGE BLVD.  
ANAHEIM CA 92806

Amendment Type Amendment  
File No. 201675531628  
Filed 10/27/2016 3:52:58 PM

Amendment Type Continuation  
File No. 201876543544  
Filed 6/15/2018 1:45:04 AM

Amendment Type Continuation  
File No. U230018045520  
Filed 3/15/2023 7:49:23 PM

#### 2. UCC

Document No. 20137375706504 Lapsed 8/29/2023  
Filed 8/29/2013

Debtor MASH STUDIOS, INC.  
12705 VENICE BLVD  
LOS ANGELES CA 90066

**Exhibit C\_002**

**Secured Party** COMMUNITY BANK  
 790 E. COLORADO BLVD., 3RD FLOOR  
 PASADENA CA 91101

**Amendment Type** Amendment  
**File No.** 201675531637  
**Filed** 10/27/2016 4:01:22 PM

**Amendment Type** Continuation  
**File No.** 201876590999  
**Filed** 7/15/2018 1:36:54 AM

**Amendment Type** Termination  
**File No.** U200008208928  
**Filed** 8/3/2020 5:29:11 PM

### 3. UCC

**Document No.** 20137375707252 Lapses 8/29/2028  
**Filed** 8/29/2013

**Debtor** MASH STUDIOS, INC.  
 12705 VENICE BLVD  
 LOS ANGELES CA 90066

**Secured Party** COMMUNITY BANK  
 790 E. COLORADO BLVD., 3RD FLOOR  
 PASADENA CA 91101

**Amendment Type** Continuation  
**File No.** 201876590995  
**Filed** 7/15/2018 1:36:52 AM

**Amendment Type** Continuation  
**File No.** U230022860928  
**Filed** 4/1/2023 7:51:50 PM

### 4. Notice of State Tax Lien

**Document No.** 20197754605802 Lapses 12/31/2029  
**Filed** 12/31/2019

**Debtor** MASH STUDIOS  
 2611 EXPOSITION BLVD  
 LOS ANGELES CA 900184244

**Debtor** MASH STUDIOS INC  
 2611 EXPOSITION BLVD  
 LOS ANGELES CA 900184244

**Secured Party** EMPLOYMENT DEVELOPMENT DEPARTMENT  
 722 CAPITOL MALL  
 SACRAMENTO CA 95814

**Amendment Type** Termination  
**File No.** 202077707353  
**Filed** 3/31/2020 3:21:38 PM

### 5. UCC

**Document No.** 20207790546515 Lapses 6/13/2025  
**Filed** 6/13/2020

**Debtor** MASHSTUDIOS  
 2611 EXPOSITION BLVD  
 LOS ANGELES CA 90018

**Secured Party** U.S. SMALL BUSINESS ADMINISTRATION  
 10737 GATEWAY WEST, #300  
 EL PASO TX 79935

We assume no liability with respect to the identity of any party named or referred to in this report, nor with respect to the validity, legal effect or priority of any matter shown herein; nor, due to our inability to independently verify the accuracy of this data as provided by government and other sources, do we make any guaranty or representation as to its accuracy.

----- END OF REPORT -----

**Exhibit C\_003**

**Report Parameters**

Main Document Page 24 of 45

The UCC Revised Article 9 Model Administrative Rules (MARS) provide state filing offices with a set of guidelines for producing a legally compliant UCC lien search report. The search tool used to create this search report was designed to satisfy the requirements under MARS while providing the searcher with increased flexibility.

Flexible search logic generates a more inclusive search report and addresses the inconsistencies in searches performed within states that did not effectively adopt the MARS guidelines. Further, these specially designed broad-based searching features aid in the location of involuntary liens such as Federal and State Tax Liens and Judgment Liens and liens that may not be located in state databases limited to the MARS guidelines for the reporting of UCCs.



## SEARCH REPORT

914 S Street, Sacramento, CA 95811  
P: 800.406.1577 | F: 800.230.2217

### California Similar Name Report

**Subject Search Name** Mash Studios, Inc.

**Truncated Search Name** MAS\*STU

**Estimated Currency Date** April 12, 2024

**Last File Date** Apr 14 2024

Contains all debtor names not included on the final results report.

Filing #	Debtor Name	Address	City	State	Zip	Type
20137356651926	MASHED STUDIOS, INC	1140 EMPIRE CENTRAL DR STE 470	DALLAS	TX	75247	STL
20137369147980	MASHED STUDIOS, INC	1140 EMPIRE CENTRAL DR STE 470	DALLAS	TX	75247	STL
U220207642424	MASHED STUDIOS, INC	1140 EMPIRE CENTRAL DR STE 470	DALLAS	TX	752474337	STL

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER [optional]**

Gisella Melendez  
800-331-3282

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

CT LIEN SOLUTIONS  
2727 ALLEN PARKWAY  
HOUSTON, TX 77019  
USA

DOCUMENT NUMBER: 38972470002  
FILING NUMBER: 13-7373487861  
FILING DATE: 08/12/2013 13:33  
IMAGE GENERATED ELECTRONICALLY FOR XML FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

<input type="checkbox"/> 1a. ORGANIZATION'S NAME MASH STUDIOS, INC.	<input type="checkbox"/> 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
<b>C. MAILING ADDRESS</b> 12705 VENICE BOULEVARD		CITY LOS ANGELES	STATE CA	POSTAL CODE 90066
		1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any C2736658
<input type="checkbox"/> NONE				

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

<input type="checkbox"/> 2a. ORGANIZATION'S NAME	<input type="checkbox"/> 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
<b>D. MAILING ADDRESS</b>		CITY	STATE	POSTAL CODE
		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)**

<input type="checkbox"/> 3a. ORGANIZATION'S NAME COMMUNITY BANK	<input type="checkbox"/> 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
<b>E. MAILING ADDRESS</b> 1750 S. STATE COLLEGE BLVD.		CITY ANAHEIM	STATE CA	POSTAL CODE 92806
<b>F. This FINANCING STATEMENT covers the following collateral:</b> All Inventory, Chattel Paper, Accounts, Equipment, Instruments and General Intangibles; whether any of the foregoing is owned now or acquired later; all accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later; all products and produce of any of the property; all accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property; all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property, and sums due from a third party who has damaged or destroyed the collateral or from that party's insurer, whether due to judgment, settlement or other process; all records and data relating to any of the property, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of debtor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media				

**5. ALT DESIGNATION:  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING**

<input type="checkbox"/> 6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]	<input type="checkbox"/> 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] <input type="checkbox"/> [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2
--	---

**8. OPTIONAL FILER REFERENCE DATA**

CA-0-39353233-47689523

FILING OFFICE COPY

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

Gisella Melendez  
 800-331-3282

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT LIEN SOLUTIONS  
 2727 ALLEN PARKWAY  
 HOUSTON, TX 77019  
 USA

DOCUMENT NUMBER: 57869170002

FILING NUMBER: 16-75531628

FILING DATE: 10/27/2016 15:52

IMAGE GENERATED ELECTRONICALLY FOR XML FILING  
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

13-7373487861

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects  Debtor or  Secured Party of record.

CHANGE name and/or address: Complete

item 6a or 6b; and item 7a and 7b and item 7c

ADD name: Complete item

7a or 7b, and item 7c

DELETE name: Give record name

to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
 Indicate collateral:

All Inventory, Chattel Paper, Accounts, Deposit Accounts, Equipment, Motor Vehicles, Instruments and General Intangibles; whether any of the foregoing is owned now or acquired later; all accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later; all products and produce of any of the property; all accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property; all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property, and sums due from a third party who has damaged or destroyed the collateral or from that party's insurer, whether due to judgment, settlement or other process; all records and data relating to any of the property, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of debtor's right, title, and interest in and to

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

OR

a. ORGANIZATION'S NAME  
 COMMUNITY BANK

10. OPTIONAL FILER REFERENCE DATA:

CA-0-56262112-52340563

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM****FOLLOW INSTRUCTIONS**

**11. INITIAL FINANCING STATEMENT FILE NUMBER:** Same as item 1a on Amendment form  
13-7373487861

**12. NAME OF PARTY AUTHORIZING THIS AMENDMENT:** Same as item 9 on Amendment form

**12a. ORGANIZATION'S NAME**  
**COMMUNITY BANK**

**OR**  
**12b. INDIVIDUAL'S SURNAME**

**FIRST PERSONAL NAME**

**ADDITIONAL NAME(S)/INITIAL(S)**

**SUFFIX**

**DOCUMENT NUMBER: 57869170002**

**IMAGE GENERATED ELECTRONICALLY FOR XML FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

**13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13):** Provide only one Debtor name (13a or 13b)(use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

**a. ORGANIZATION'S NAME**

**OR**  
**b. INDIVIDUAL'S SURNAME**

**FIRST PERSONAL NAME**

**ADDITIONAL NAME(S)/INITIAL(S)**

**SUFFIX**

**14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):**

all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

**15. This FINANCING STATEMENT AMENDMENT:**

covers timber to be cut     covers as-extracted collateral     is filed as a fixture filing

**17. Description of real estate:**

**16. Name and address of RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):**

**18. MISCELLANEOUS:**

**FILING OFFICE COPY**

**Exhibit C\_008**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

Lien Solutions  
800-331-3282

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071  
USA

DOCUMENT NUMBER: 70939550002

FILING NUMBER: 18-76543544

FILING DATE: 06/15/2018 01:45

IMAGE GENERATED ELECTRONICALLY FOR XML FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

13-7373487861

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9

For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects  Debtor or  Secured Party of record.

CHANGE name and/or address: Complete

item 6a or 6b; and item 7a and 7b and item 7c

ADD name: Complete item

7a or 7b, and item 7c

DELETE name: Give record name

to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

a. ORGANIZATION'S NAME <b>COMMUNITY BANK</b>			
OR	b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

CA-0-64558580-55351255- Debtor: MASH STUDIOS, INC.



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**UCC FINANCING STATEMENT AMENDMENT (UCC  
3)**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**File No.: U230018045520  
Date Filed: 3/15/2023

## Submitter Information:

Contact Name	CORPORATION SERVICE COMPANY
Organization Name	CORPORATION SERVICE COMPANY
Phone Number	18008585294
Email Address	SPRFiling@cscglobal.com
Address	801 ADLAI STEVENSON DR SPRINGFIELD, IL 62703

## Amendment Action Information:

Initial Financing Statement File Number	137373487861
Date Filed	08/12/2013
Amendment Action	Continuation

## Name of Secured Party of Record Authorizing This Amendment:

If this Amendment is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.

Authorizing Secured Party Name	COMMUNITY BANK
--------------------------------	----------------

## Optional Filer Reference Information:

2515 28774

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Gisella Melendez  
800-331-3282

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT LIEN SOLUTIONS  
2727 ALLEN PARKWAY  
HOUSTON, TX 77019  
USA

DOCUMENT NUMBER: 39217000002  
FILING NUMBER: 13-7375706504  
FILING DATE: 08/29/2013 11:12  
IMAGE GENERATED ELECTRONICALLY FOR XML FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME <b>MASH STUDIOS, INC.</b>	FIRST NAME			MIDDLE NAME	SUFFIX
OR 1b. INDIVIDUAL'S LAST NAME					
1c. MAILING ADDRESS 12705 Venice Blvd	CITY Los Angeles	STATE CA	POSTAL CODE 90066	COUNTRY USA	
1d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any 02736658	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME	FIRST NAME			MIDDLE NAME	SUFFIX
OR 2b. INDIVIDUAL'S LAST NAME					
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
2d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Community Bank	FIRST NAME			MIDDLE NAME	SUFFIX
OR 3b. INDIVIDUAL'S LAST NAME					
3c. MAILING ADDRESS 790 E. Colorado Blvd., 3rd Floor	CITY Pasadena	STATE CA	POSTAL CODE 91101	COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:

All Inventory, Chattel Paper, Accounts, Equipment, Instruments and General Intangibles; whether any of the foregoing is owned now or acquired later; all accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later; all products and produce of any of the property; all accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property; all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property, and sums due from a third party who has damaged or destroyed the collateral or from that party's insurer, whether due to judgment, settlement or other process; all records and data relating to any of the property, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of debtor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

5. ALT DESIGNATION:  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)  
[ADDITIONAL FEE]  [optional]  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

CA-0-39604318-47736423

FILING OFFICE COPY

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

Gisella Melendez  
800-331-3282

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT LIEN SOLUTIONS  
2727 ALLEN PARKWAY  
HOUSTON, TX 77019  
USA

DOCUMENT NUMBER: 57869260002

FILING NUMBER: 16-75531637

FILING DATE: 10/27/2016 16:01

IMAGE GENERATED ELECTRONICALLY FOR XML FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

13-7375706504

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects  Debtor or  Secured Party of record.

CHANGE name and/or address: Complete

item 6a or 6b; and item 7a and 7b and item 7c

ADD name: Complete item

7a or 7b, and item 7c

DELETE name: Give record name

to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME	
OR	
7b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS

CITY STATE POSTAL CODE COUNTRY

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:

All Inventory, Chattel Paper, Accounts, Deposit Accounts, Equipment, Motor Vehicles, Instruments and General Intangibles; whether any of the foregoing is owned now or acquired later; all accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later; all products and produce of any of the property; all accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property; all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property, and sums due from a third party who has damaged or destroyed the collateral or from that party's insurer, whether due to judgment, settlement or other process; all records and data relating to any of the property, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of debtor's right, title, and interest in and to

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

a. ORGANIZATION'S NAME Community Bank			
OR			
b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

CA-0-56262268-52340604

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM****FOLLOW INSTRUCTIONS**

**11. INITIAL FINANCING STATEMENT FILE NUMBER:** Same as item 1a on Amendment form  
13-7375706504

**12. NAME OF PARTY AUTHORIZING THIS AMENDMENT:** Same as item 9 on Amendment form

**12a. ORGANIZATION'S NAME**  
Community Bank

**OR**  
**12b. INDIVIDUAL'S SURNAME**

**FIRST PERSONAL NAME**

**ADDITIONAL NAME(S)/INITIAL(S)**

**SUFFIX**

**DOCUMENT NUMBER:** 57869260002

**IMAGE GENERATED ELECTRONICALLY FOR XML FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

**13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13):** Provide only one Debtor name (13a or 13b)(use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

**a. ORGANIZATION'S NAME**

**OR**  
**b. INDIVIDUAL'S SURNAME**

**FIRST PERSONAL NAME**

**ADDITIONAL NAME(S)/INITIAL(S)**

**SUFFIX**

**14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):**

all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

**15. This FINANCING STATEMENT AMENDMENT:**

covers timber to be cut     covers as-extracted collateral     is filed as a fixture filing

**17. Description of real estate:**

**16. Name and address of RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):**

**18. MISCELLANEOUS:**

**FILING OFFICE COPY**

**Exhibit C\_013**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

Lien Solutions  
800-331-3282

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071  
USA

DOCUMENT NUMBER: 71602880002

FILING NUMBER: 18-76590999

FILING DATE: 07/15/2018 01:36

IMAGE GENERATED ELECTRONICALLY FOR XML FILING  
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
13-7375706504

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects  Debtor or  Secured Party of record.

CHANGE name and/or address: Complete

item 6a or 6b; and item 7a and 7b and item 7c

ADD name: Complete item

7a or 7b, and item 7c

DELETE name: Give record name

to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
<b>OR</b>			
6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME						
<b>OR</b>						
7b. INDIVIDUAL'S SURNAME						
INDIVIDUAL'S FIRST PERSONAL NAME						
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX			

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
 Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
 If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

a. ORGANIZATION'S NAME Community Bank			
b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

CA-0-65424522-55514579- Debtor: MASH STUDIOS, INC.



**STATE OF CALIFORNIA**  
*Office of the Secretary of State, Alex Padilla*  
**UCC FINANCING STATEMENT AMENDMENT (UCC  
3)**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**

File #: U200008208928  
Date Filed: 8/3/2020

## Submitter Information:

Contact Name	CORPORATION SERVICE COMPANY
Organization Name	CORPORATION SERVICE COMPANY
Phone Number	18008585294
Email Address	SPRFiling@cscglobal.com
Address	801 ADLAI STEVENSON DR SPRINGFIELD, IL 62703

## Amendment Action Information:

Initial Financing Statement File Number	137375706504
Date Filed	08/29/2013
Amendment Action	Termination

## Name of Secured Party of Record Authorizing This Amendment:

If this Amendment is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.

Authorizing Secured Party Name	COMMUNITY BANK
--------------------------------	----------------

## Optional Filer Reference Information:

471 - Loan Number Debtor:MASH STUDIOS, INC.-471 - LN # 16101510

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER [optional]**

Gisella Melendez  
800-331-3282

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

CT LIEN SOLUTIONS  
2727 ALLEN PARKWAY  
HOUSTON, TX 77019  
USA

DOCUMENT NUMBER: 39217070002  
FILING NUMBER: 13-7375707252  
FILING DATE: 08/29/2013 11:22  
IMAGE GENERATED ELECTRONICALLY FOR XML FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

<b>1a. ORGANIZATION'S NAME</b> Mash Studios, Inc.				
<b>OR</b>	<b>1b. INDIVIDUAL'S LAST NAME</b>	<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>
<b>1c. MAILING ADDRESS</b> 12705 Venice Blvd	<b>CITY</b> Los Angeles	<b>STATE</b> CA	<b>POSTAL CODE</b> 90066	<b>COUNTRY</b> USA
<b>1d. SEE INSTRUCTIONS</b>	<b>ADD'L DEBTOR INFO</b>	<b>1e. TYPE OF ORGANIZATION</b> Corporation	<b>1f. JURISDICTION OF ORGANIZATION</b> CA	<b>1g. ORGANIZATIONAL ID#, if any</b> 02736658
				<input type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

<b>2a. ORGANIZATION'S NAME</b>				
<b>OR</b>	<b>2b. INDIVIDUAL'S LAST NAME</b>	<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>
<b>2c. MAILING ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>	<b>COUNTRY</b>
<b>2d. SEE INSTRUCTIONS</b>	<b>ADD'L DEBTOR INFO</b>	<b>2e. TYPE OF ORGANIZATION</b>	<b>2f. JURISDICTION OF ORGANIZATION</b>	<b>2g. ORGANIZATIONAL ID#, if any</b>
				<input type="checkbox"/> NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)**

<b>3a. ORGANIZATION'S NAME</b> Community Bank				
<b>OR</b>	<b>3b. INDIVIDUAL'S LAST NAME</b>	<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>
<b>3c. MAILING ADDRESS</b> 790 E. Colorado Blvd., 3rd Floor	<b>CITY</b> Pasadena	<b>STATE</b> CA	<b>POSTAL CODE</b> 91101	<b>COUNTRY</b> USA

**4. This FINANCING STATEMENT covers the following collateral:**

All Inventory, Chattel Paper, Accounts, Equipment, Instruments and General Intangibles; whether any of the foregoing is owned now or acquired later; all accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later; all products and produce of any of the property; all accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property; all proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property, and sums due from a third party who has damaged or destroyed the collateral or from that party's insurer, whether due to judgment, settlement or other process; all records and data relating to any of the property, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of debtor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

**5. ALT DESIGNATION:**  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

**6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS**  
Attach Addendum [if applicable]

**7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)**  
[ADDITIONAL FEE]  [optional]  All Debtors  Debtor 1  Debtor 2

**8. OPTIONAL FILER REFERENCE DATA**

CA-0-39604556-47736467

FILING OFFICE COPY

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

Lien Solutions  
 800-331-3282

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Lien Solutions  
 P.O. Box 29071  
 Glendale, CA 91209-9071  
 USA

DOCUMENT NUMBER: 71602830002

FILING NUMBER: 18-76590995

FILING DATE: 07/15/2018 01:36

IMAGE GENERATED ELECTRONICALLY FOR XML FILING  
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
 13-7375707252

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: Attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects  Debtor or  Secured Party of record.

CHANGE name and/or address: Complete

item 6a or 6b; and item 7a and 7b and item 7c

ADD name: Complete item

7a or 7b, and item 7c

DELETE name: Give record name

to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
<b>OR</b>			
6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME						
<b>OR</b>						
7b. INDIVIDUAL'S SURNAME						
INDIVIDUAL'S FIRST PERSONAL NAME			SUFFIX			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX			

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
 Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
 If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

a. ORGANIZATION'S NAME Community Bank			
b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

CA-0-65424517-55514575- Debtor: Mash Studios, Inc.



**STATE OF CALIFORNIA**  
*Office of the Secretary of State*  
**UCC FINANCING STATEMENT AMENDMENT (UCC  
3)**

California Secretary of State  
1500 11th Street  
Sacramento, California 95814  
(916) 653-3516

For Office Use Only

**-FILED-**

File No.: U230022860928  
Date Filed: 4/1/2023

## Submitter Information:

Contact Name	CORPORATION SERVICE COMPANY
Organization Name	CORPORATION SERVICE COMPANY
Phone Number	18008585294
Email Address	SPRFiling@cscglobal.com
Address	801 ADLAI STEVENSON DR SPRINGFIELD, IL 62703

## Amendment Action Information:

Initial Financing Statement File Number	137375707252
Date Filed	08/29/2013
Amendment Action	Continuation

## Name of Secured Party of Record Authorizing This Amendment:

If this Amendment is authorized by a Debtor, check this box and select the name of the Authorizing Debtor below.

Authorizing Secured Party Name	COMMUNITY BANK
--------------------------------	----------------

## Optional Filer Reference Information:

2525 24735

WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
EMPLOYMENT DEVELOPMENT DEPARTMENT  
LIEN GROUP, MIC 92G  
PO BOX 826880  
SACRAMENTO, CA 94280-0001

DOCUMENT NUMBER: 84917270002  
FILE NUMBER: 197754605802  
FILE DATE: 12/31/2019 15:22  
IMAGE GENERATED ELECTRONICALLY FOR XML FILING

## NOTICE OF STATE TAX LIEN

(Filed pursuant to Section 7171 of the Government Code)

MASH STUDIOS INC  
MASH STUDIOS  
2611 EXPOSITION BLVD  
LOS ANGELES CA 90018-4244

Letter ID. L1756982112

Secretary of State

Certificate No. G002170834

TAX PERIOD	TAX	PENALTY	INTEREST	TOTAL
01/01/2019 to 03/31/2019	\$3,346.16	\$1,191.06	\$246.18	\$4,783.40

Interest calculated through 12/30/2019

The Director of the Employment Development Department hereby certifies the above is liable to the State of California for amounts due and required to be paid as determined under the provisions of the California Unemployment Insurance Code, the Revenue and Taxation Code, or both.

THE AMOUNT OF DELINQUENCY ABOVE SET FORTH SHALL BE A LIEN UPON ALL REAL OR PERSONAL PROPERTY AND RIGHTS TO SUCH PROPERTY, INCLUDING ALL AFTER-ACQUIRED PROPERTY AND RIGHTS TO PROPERTY BELONGING TO THE ABOVE NAMED.

Date: 12/30/2019  
At Sacramento, California



The Director of the Employment Development Department has complied with all provisions of the California Unemployment Insurance Code in the computation and levy of the amount assessed and has caused this notice of lien to be issued by a duly authorized representative.

By O'Donnasta  
Authorized Representative

This agency has adopted the use of a facsimile signature as affixed above.

WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
Employment Development Department  
LIEN GROUP, MIC 92G  
PO BOX 826880  
SACRAMENTO, CA 94280-0001

DOCUMENT NUMBER: 87574550002  
FILE NUMBER: 2077707353  
FILE DATE: 03/31/2020 15:21  
IMAGE GENERATED ELECTRONICALLY FOR XML FILING

**RELEASE OF LIEN  
IMPOSED UNDER A CERTIFICATE OR NOTICE OF STATE TAX LIEN**

CERTIFICATE NO. G002170834

LETTER ID. L2029738720

The Director of the Employment Development Department of the State of California hereby releases and certifies that there has been released all property from any lien imposed thereon by the filing and recording of that certain Certificate or Notice of Amount of tax, penalty, and interest due under Section 1703 of the California Unemployment Insurance Code or Section 7171 of the Government Code from:

MASH STUDIOS INC  
MASH STUDIOS

In the amount of \$4,783.40  
in volume/page 197754605802

which was recorded on 12/31/2019  
of Official Records of the Secretary of State



THE DIRECTOR OF THE EMPLOYMENT  
DEVELOPMENT DEPARTMENT OF THE  
STATE OF CALIFORNIA HAS CAUSED  
THIS RELEASE TO BE ISSUED BY THE  
DULY AUTHORIZED REPRESENTATIVE.

Date: 03/30/2020  
This document is produced on a laser printer.

By   
Authorized Representative

This agency has adopted the use of a  
facsimile signature as affixed above.

## FOLLOW INSTRUCTIONS

## A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

Corporation Service Company  
800-858-5294

## B. E-MAIL CONTACT AT FILER (optional)

## C. SEND ACKNOWLEDGMENT TO: (Name and Address)

CORPORATION SERVICE COMPANY  
801 ADLAI STEVENSON DRIVE  
Springfield, IL 62703-4261  
USA

DOCUMENT NUMBER: 90400410002  
FILING NUMBER: 20-7790546515  
FILING DATE: 06/13/2020 10:53

IMAGE GENERATED ELECTRONICALLY FOR XML FILING  
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME  MASHstudios			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	1c. MAILING ADDRESS 2611 Exposition Blvd	CITY Los Angeles	STATE CA	POSTAL CODE 90018
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	2c. MAILING ADDRESS 10737 Gateway West, #300	CITY El Paso	STATE TX	POSTAL CODE 79935
				COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME  U.S. Small Business Administration			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	3c. MAILING ADDRESS 10737 Gateway West, #300	CITY El Paso	STATE TX	POSTAL CODE 79935
				COUNTRY USA

## 4. COLLATERAL: This financing statement covers the following collateral:

All tangible and intangible personal property, including, but not limited to: (a) inventory, (b) equipment, (c) instruments, including promissory notes (d) chattel paper, including tangible chattel paper and electronic chattel paper, (e) documents, (f) letter of credit rights, (g) accounts, including health-care insurance receivables and credit card receivables, (h) deposit accounts, (i) commercial tort claims, (j) general intangibles, including payment intangibles and software and (k) as-extracted collateral as such terms may from time to time be defined in the Uniform Commercial Code. The security interest Borrower grants includes all accessions, attachments, accessories, parts, supplies and replacements for the Collateral, all products, proceeds and collections thereof and all records and data relating thereto. EXEMPT Per California Government Code Section 6103 PLEASE EXPEDITE 838282 7800

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and instructions)  being administered by a Decedent's Personal Representative

6a. Check <u>only</u> if applicable and check <u>only</u> one box:  <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box:  <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
--	--

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor     Consignee/Consignor     Seller/Buyer     Bailee/Bailor     Licensee/Licensor

## 8. OPTIONAL FILER REFERENCE DATA:

[186507022]

FILING OFFICE COPY

1           On April 26, 2024 at 11:30 a.m., an interim hearing (the “Interim Hearing”) was held  
2 before the Honorable Theodor C. Albert, Chief United States Bankruptcy Judge for the Central  
3 District of California, for the Court to consider the *Emergency Motion For Authority to: (A) Use*  
4 *Cash Collateral on an Interim Basis Pending a Final Hearing; (B) Grant Replacement Liens; and*  
5 *(C) Set Final Hearing [Doc. No. \_\_]* (the “Motion”) filed by Mash Studios, Inc., the chapter 11  
6 debtor and debtor in possession herein (the “Debtor”). Appearances were made as noted on the  
7 record.

8           By the Motion, the Debtor sought the following: (1) authorization to use cash collateral on an  
9 interim basis, (2) the granting to Community Bank, as adequate protection of its prepetition  
10 collateral and cash collateral, replacement liens upon all postpetition assets of the Debtor’s estate  
11 (except any “Avoidance Actions” arising under sections 544, 545, 546, 547, 548, 549, 550 or any  
12 similar provisions of the Bankruptcy Code) to the same extent, validity and priority as their  
13 respective liens upon the Debtor’s prepetition assets, and (3) the setting of a final hearing on the  
14 relief requested in the Motion.

15          The Court, having reviewed and considered the Motion and all pleadings and papers filed in  
16 support thereof, having heard and considered the arguments of counsel made at the hearing, having  
17 found that notice of the Motion was adequate and appropriate under the circumstances, having set  
18 forth the Court’s findings of fact and conclusions of law on the record, and finding good cause  
19 appearing therefor,

20          **IT IS HEREBY ORDERED AS FOLLOWS:**

- 21         1.       The Motion is granted on an interim basis to the extent set forth in this Order.
- 22         2.       Cash Collateral: The Debtor is authorized to use cash collateral on an interim basis to  
23 pay all of the expenses set forth in the Budget attached as Exhibit A to the declaration of Lisa  
24 Boardman [Doc. No. \_\_] filed in support of the Motion.
- 25         3.       The Debtor is authorized to deviate from the total expenses contained in the projections  
26 by no more than 15% on a cumulative basis and to deviate by category (provided the Debtor does  
27 not pay any expenses outside of any approved categories) without the need for further Court order.
- 28         4.       Community Bank is hereby granted replacement liens upon all postpetition assets of the

1 Debtor's estate (except any "Avoidance Actions" arising under sections 544, 545, 546, 547, 548,  
2 549, 550 or any similar provisions of the Bankruptcy Code) to the same extent, validity and priority  
3 as their respective liens upon the Debtor's prepetition assets, as adequate protection of its prepetition  
4 collateral and cash collateral.

5. All applicable banks and other financial institutions are authorized and directed to  
6 receive, process, honor and pay all checks presented for payment and to honor all electronic payment  
7 requests made by the Debtor relating to its May 3, 2024 payroll (and to any other post-petition  
8 transaction).

9. A continued hearing on the Motion will be held on \_\_\_\_ at \_\_\_\_.

10. The Debtor shall provide notice of the continued hearing on the Motion upon the top  
11 twenty (20) general unsecured creditors, all secured creditors, the Office of the United States Trustee  
12 and those parties who have requested special notice.

13 **IT IS SO ORDERED.**

14 # # #  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
**21650 Oxnard Street, Suite 500, Woodland Hills, CA 91367.**

A true and correct copy of the foregoing document entitled: **DEBTOR'S NOTICE OF EMERGENCY MOTION AND EMERGENCY MOTION FOR AUTHORITY TO: (A) USE CASH COLLATERAL ON AN INTERIM BASIS PENDING A FINAL HEARING; (B) GRANT REPLACEMENT LIENS; AND (C) SET FINAL HEARING; MEMORANDUM OF POINTS AND AUTHORITIES [11 U.S.C. § 363 AND FEDERAL RULE OF BANKRUPTCY PROCEDURE 4001]** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **April 25, 2024**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Michael J Hauser** michael.hauser@usdoj.gov
- **Susan K Seflin** sseflin@bg.law
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov
- **Jessica Wellington** jwellington@bg.law, ecf@bg.law

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:** On \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**\*\*JUDGE'S COPY NOT REQUIRED IF LESS THAN 25 PAGES (GENERAL ORDER 23-01).**

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **April 25, 2024**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.Ind

**Served via email before 12:00 pm on the attached spreadsheet.**

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

April 25, 2024

Jessica Studley

/s/ Jessica Studley

Date

Printed Name

Signature

<b>Debtor Name</b>	<b>Creditor Name</b>	<b>Email Address</b>
MASHindustries, Inc.	BSP VBP PROPCO LLC	jill.brown@cushwake.com
MASHindustries, Inc.	Next Level Installations LLC	marlene@americanetworks.com
MASHindustries, Inc.	GL Veneer Company, Inc.	roseg@glvneer.com
MASHindustries, Inc.	RRS Finishers Group, LLC	accounting@mashstudios.com
MASHindustries, Inc.	Tile Expo Inc	dh@tileexpoinc.com
MASHindustries, Inc.	Royal Plywood Company, LLC	invoicing@royalplywood.com
MASHindustries, Inc.	West Coast Laminating, Inc.	rtritz@ebbradley.com
MASHindustries, Inc.	National Marble & Architectural Stone, Inc	gpmarich@roadrunner.com
MASHindustries, Inc.	Forest Plywood - MI	kmendez@forestplywood.com
MASHindustries, Inc.	Frank Recruitment Group	accountsna@frankgroup.com
MASHindustries, Inc.	Ortiz Custom Upholstery, Inc	adilene@ortizupholstery.com
MASHindustries, Inc.	California Timberline Inc	greg@caltimberline.com
MASHindustries, Inc.	CPS/Garten Corporation	jenifer@cpsgarten.com
MASHindustries, Inc.	IDS Interior Detail Solution	kurtc@idsolut.com
MASH STUDIOS, Inc.	MASHVENTURES	mblemel@mashventures.net
MASH STUDIOS, Inc.	Great Openings	kasiala@metalworks1.com
MASH STUDIOS, Inc.	Fabcon, Inc.	accounting@fabcon.com
MASH STUDIOS, Inc.	Baresque USA LLC	cs@baresque.us
MASH STUDIOS, Inc.	Suddath Relocation Systems of Oregon LLC	jeannie.friedl@suddath.com
MASH STUDIOS, Inc.	Concentric Spaces	chris@concentricspaces.com
MASH STUDIOS, Inc.	Concentric Spaces	jrizzardi@cairncross.com
MASH STUDIOS, Inc.	GLC Millworks	julie@glcmillworks.com
MASH STUDIOS, Inc.	Forest Plywood Co.	mbarrass@forestplywood.com
MASH STUDIOS, Inc.	Big Red Machine Shop	steve@bigredmachineshop.com
MASH STUDIOS, Inc.	Nace Sheet Metal Corp	lily@nacesheetmetal.com
MASH STUDIOS, Inc.	ORACLE Netsuite	collectionsteam_us@oracle.com
MASH STUDIOS, Inc.	MI Concepts LLC	michelle@mi-concepts.com
MASH STUDIOS, Inc.	Contract Installations, Inc.	stevemajcherek@aol.com
MASH STUDIOS, Inc.	Wing Partners LLC	michael@wingpartners.com
MASH STUDIOS, Inc.	OT Logistics Freight Transportation	invoicing@ot-logisticsllc.com
MASH STUDIOS, Inc.	Oncore Pro	mschmitz@systechs.com
Both	BSP VBP PROPCO, LLC	ROdson@soolp.com
Both	Counsel for SBA	elan.levey@usdoj.gov